

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Sanjay Kumar et al.
Serial No.: 09/972,383
Date Filed: October 4, 2001
Group No.: 3627
Examiner: Lynda C. Jasmin
Title: *Fulfillment Management System for Managing ATP Data
In a Distributed Supply Chain Environment*

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

Terminal Disclaimer to Obviate Double Patenting Rejection
(37 C.F.R. § 1.321 (c)) and Certificate Under 37 C.F.R. § 3.73 (b)

I, Robert C. Donohoo, Vice President, Corporate Secretary and General Counsel, of i2 Technologies US, Inc. 11701 Luna Road, Dallas, Texas 75234, represent that i2 Technologies US, Inc. is the assignee and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 09/972,383, filed on October 4, 2001, for *Fulfillment Management System for Managing ATP Data In a Distributed Supply Chain Environment*, as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 12870, Frame 0864 ('383 Application); that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

i2 Technologies US, Inc. hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of any patent issued from U.S. Patent Application No. 09/398,171, filed September 17, 1999, also assigned to and owned by i2 Technologies US, Inc. as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 012026, Frame 0380 ('171 *Application*), and hereby agrees that any patent so granted on the '383 *Application* shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent issued from the '171 *Application*, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successor or assigns.

i2 Technologies US, Inc. does not disclaim any terminal part of any patent granted on the '383 *Application* if no patent issues from the '171 *Application*. In addition, i2 Technologies US, Inc. does not disclaim any terminal part of any patent granted on the '383 *Application* prior to the expiration of the full statutory term of any patent issued from the '171 *Application*, in the event that one or more of the following occurs: any patent issuing from the '171 *Application* expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Respectfully submitted,

Nov. 16, 2004
Date



Robert C. Donohoo
Executive Vice President